

Certificate of Notice Page 1 of 5
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Daniel Marino
Debtor

Case No. 12-20492-elf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: DonnaR Page 1 of 1 Date Rcvd: Aug 08, 2016 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Aug 10, 2016. db +Daniel Marino, 6319 Horrocks Street, Philadelphia, PA 19149-2829

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. $ext{TOTAL: 0}$

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 10, 2016 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 8, 2016 at the address(es) listed below:

ANN E. SWARTZ on behalf of Creditor Cenlar, FSB ecfmail@mwc-law.com, ecfmail@mwc-law.com
ANN E. SWARTZ on behalf of Creditor M&T Bank ecfmail@mwc-law.com, ecfmail@mwc-law.com
JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com,
bkgroup@kmllawgroup.com
KEVIN S. FRANKEL on behalf of Creditor Nationstar Mortgage LLC pa-bk@logs.com

TOTAL: 11

KEVIN T MCQUAIL on behalf of Creditor Cenlar, FSB ecfmail@mwc-law.com
LEEANE O. HUGGINS on behalf of Creditor Nationstar Mortgage LLC pabk@logs.com
MARISA MYERS COHEN on behalf of Creditor Cenlar, FSB mcohen@mwc-law.com
MICHAEL A. LATZES on behalf of Debtor Daniel Marino efiling@mlatzes-law.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER on behalf of Trustee WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Daniel Marino aka Daniel Joseph Marino, III aka Dan Marino, Debor.

Nationstar Mortgage LLC, Movant,

v.

Daniel Marino aka Daniel Joseph Marino, III aka Dan Marino,

Debtor,

William C. Miller, Trustee, Additional Respondent. CHAPTER 13

BANKRUPTCY CASE NUMBER 12-20492/ELF

11 U.S.C. § 362

STIPULATION AND ORDER

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

- This Stipulation shall govern all post-petition payments due and owing to
 Movant, including those that fall due after the arrears, as set forth below, are cured.
- 2. The post-petition arrearages on the mortgage held by Movant on Debtor' property at 6319 Horrocks Street, Philadelphia, PA 19149, are \$3,523.80. The breakdown of the arrears is as follows:

Post-Payments from February 1, 2016 to July 1, 2016 at \$491.30 each = \$2,947.80;
Bankruptcy Fees

Bankruptcy Costs

\$400.00 \$176.00

3. If Debtor provides proof of negotiated payments not already credited, they

will receive credit for those payments.

- 4. Debtor shall cure the arrearages in the following manner:
- (a) A lump sum payment of \$491.00 shall be made on or before August 5, 2016;
- (b) Movant shall apply \$289.32 from Debtor Suspense to the arrearage balance;
- payment by Debtor of the sum of \$457.25 commencing August 1, 2016, and continuing for 6 consecutive months through and including January 1, 2017, until the arrears are cured, together with the regular monthly mortgage payment of \$491.30, or as same may be adjusted from time to time in accordance with Paragraph (f) hereof, for the total monthly payment amount of \$948.55, payable on the due date of Debtor's mortgage;
 - (d) If funds are not received prior to the 16th of the month, then the payment shall include all applicable late charges;
 - (e) All payments to Movant are to be in CERTIFIED FUNDS, MONEY ORDER, BANK CASHIER'S CHECK with the Loan No. written on the face thereof, and shall be made directly to Attention: BANKRUPTCY DEPARTMENT, Nationstar Mortgage LLC, at P.O. Box 619094, Dallas, Texas 75261-9741; alternatively, Debtor is allowed to make payments by phone to Nationstar Mortgage LLC;
 - (f) Debtor is responsible to pay the monthly payment as that amount may be adjusted from time to time by Movant in accordance with standard escrow practices;
 - (g) All payments made pursuant to this Stipulation and Order shall be applied first to reimburse Movant for its attorneys' fees and costs (as provided for above) in

Case 12-20492-elf Doc 88 Filed 08/10/16 Entered 08/11/16 01:10:31 Desc Imaged Certificate of Notice Page 4 of 5

All further payments will be applied to the arrears and/or monthly payments in the manner prescribed by the Mortgage and Note.

- In the event that Debtor fail to make any of the payments set forth above, 4. Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure the default within 15 days of the notice. If Debtor should fail to cure the default within 15 days. Movant may file a Certification of Default with the Court, and upon the filing of the Certification, Debtor consents to the Court entering an Order granting Movant relief from the Automatic Stay.
- After Movant sends two (2) Notices of Default for Debtor's failure to 5. remain post-petition current, then Movant may file a Certification of Default with the court instead of sending a third Notice of Default.
- Debtor understands that should Movant be forced to provide a written 6. Notice of Default of this Stipulation, that Debtor shall be responsible for any reasonable attorney fees of \$50.00 per Notice of Default and \$200.00 per Certification of Default incurred by Movant as a result of preparation of same.
- Debtor agrees that the Court may waive Rule 4001(a) (3), permitting 7. Movant to immediately implement and enforce the Court's order.

7/29/16 Dated:

Kevin S. Frankel, Esquire Attorney for Movant

Michael A. Latzes, Esc

Attorney for Debtor

Case 12-20492-elf Doc 88 Filed 08/10/16 Entered 08/44/46 01:10:31 Desc Imaged Certificate of Notice Page 5 of 5 Dated: 7.26-16

Daniel Marino

Debtor

NO OBJECTION

Dated: _\(\mathcal{B}\)\(\mathcal{3}\)(16)

William C. Miller

Trustee

*without pudice or remedies trusterights

AND NOW, this 8th day of August, 2016, it is hereby ORDERED that the foregoing Stipulation is approved.

ERIC L. FRANK

CHIEF U.S. BANKRUPTCY JUDGE